

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant
Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036

2. Registration No.

6617

3. Name of Foreign Principal
The Ministry of Justice of Ukraine ("MOJ")

4. Principal Address of Foreign Principal
13 Horodetskogo Str., Kyiv, Ukraine 01001

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

The Ministry of Justice of Ukraine

b) Name and title of official with whom registrant deals

The retainer memorandum and contracts executed by MOJ were signed by Andriy Sedov, Deputy Minister of Justice.

7. If the foreign principal is a foreign political party, state:

a) Principal address

Not applicable.

b) Name and title of official with whom registrant deals Not applicable.

c) Principal aim Not applicable.

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Not applicable.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Not applicable.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A January 18, 2019	Name and Title Eric J. Friedman, Executive Partner	Signature 
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Skadden, Arps, Slate, Meagher & Flom LLP (the "Firm")	2. Registration No. 6617
3. Name of Foreign Principal The Ministry of Justice of Ukraine ("MOJ")	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See response to Question 8.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Firm was engaged by MOJ in 2012 to, among other things, prepare a report (the "Report") on the evidence and procedures used during the 2011 prosecution and trial of former Prime Minister Yulia Tymoshenko and to address various questions regarding its fairness. On or around the same time, the Firm agreed to advise MOJ on rule-of-law and due process issues associated with a second criminal prosecution of Ms. Tymoshenko. The Firm became aware that the Government of Ukraine ("GoU") intended to use the Report in an effort to influence U.S. policy and/or public opinion toward Ukraine. As the Firm drafted the Report, FTI Consulting ("FTI") created a multi-faceted public relations strategy to accompany the release of the Report, which included, among other things, outreach to U.S. media and politicians. The Firm provided FTI with a copy of the Report prior to its release. The Firm also provided a copy of the Report to Vin Weber, a partner at Mercury Public Affairs, prior to its release and connected Mr. Weber with The New York Times by email. The Firm provided a copy of the Report to and/or discussed the Report with The New York Times and The Daily Telegraph (UK) prior to its public release. The GoU officially released the Report to the public on MOJ's website on December 13, 2012. After its release, the Firm provided copies of the Report to, and discussed the Report with, certain other news organizations.

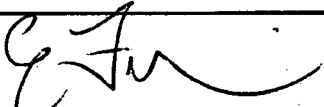
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to Question 8.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B January 18, 2019	Name and Title Eric J. Friedman, Executive Partner	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Exhibit B to Registration Statement – Attachment A

Copies of the Firm's contracts and agreements with MOJ follow.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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WASHINGTON, D.C. 20005-2111

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SAO PAULO
SHANGHAI
SINGAPORE
SYDNEY
TOKYO
TORONTO
VIENNA

CONFIDENTIAL

February 20, 2012

To Whom it May Concern

We are pleased that you are considering retaining Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden Arps" or the "Firm") in connection with the assignment described below (the "Preliminary Engagement").

Scope of Preliminary Engagement

The Preliminary Engagement involves travel for two partners (Mr. Gregory B. Craig and Mr. Clifford Sloan) to Kiev, Ukraine for three days of meetings with interested parties and government decision-makers to discuss the proposed retention of the Firm for a specific assignment (the "Engagement") to occur thereafter. We understand that the general nature of the assignment to be discussed is as follows: The Government of Ukraine is interested in retaining and authorizing the Firm to conduct an independent inquiry of the investigation, prosecution, trial, conviction and sentencing of the former Prime Minister of Ukraine, Ms. Yulia Tymoshenko, and to provide an opinion as to whether the handling of her case violated fundamental standards of substantive or procedural due process.

Scope of the Engagement

The scope of the Engagement – and the terms and conditions governing that Engagement – have not yet been worked out. The purpose of the Preliminary Engagement is to accomplish that objective. It is anticipated that, while in Kiev, Messrs. Craig and Sloan will meet with relevant officials and interested parties to discuss the Tymoshenko case, that they will explore the nature of the assignment and develop an understanding as to the specifics of the Engagement, *e.g.*, the terms and conditions of the retainer, the time frame for the project, the nature of the final work product that will be produced, and any other matters that the parties feel must be addressed for the project to go forward.

The services to be provided by the Firm in connection with the Engagement will encompass those legal services normally and reasonably associated with this type of engagement which the

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Firm has been requested to provide and which are consistent with its ethical obligations. While it is understood that the Firm's client in this matter may be a bureau or department or agency of the Government of Ukraine, the Firm is exploring this project with the clear understanding that it will not undertake this assignment without adequate assurances that the Firm will have access to all relevant materials and information that the Firm deems necessary to do its job, and that the Firm will be free to reach its own conclusions based on its own independent work.

Engagement Personnel

Gregory Craig and Clifford Sloan will be responsible for and actively involved in the Engagement. See the attached profiles. Additional lawyers will be added to the Engagement on an as-needed basis. In this regard, we would anticipate using David Foster and Allon Kedem who are associates in the Washington DC office of the firm.

Fees and Expenses

Our fee for the Preliminary Engagement will not exceed \$150,000 paid in advance. Our charges will be based on the time that the Firm's lawyers spend on the Preliminary Engagement and our out of pocket expenses. (See below.) In this regard, my current hourly internal time charge is \$1150 and Clifford Sloan's is \$1050. As part of the Firm's ordinary business practices, hourly time charges are periodically reviewed and revised.

Our fee for the Engagement itself will be determined after the Preliminary Engagement has been completed.

As to billing, we will submit statements for services rendered for payment on a monthly basis. We will charge our monthly bills against the retainer. Our billing statements will include charges and disbursements incurred by us in the course of performing legal services. These items will be billed in accordance with our standard practice as described in the attached summary (see Annex A attached) which may be periodically updated.

For Third Party Payer Situations

We understand that a third party has agreed to pay the fees, charges and disbursements incurred in connection with the Preliminary Engagement. You have consented to the Firm accepting compensation from that third party for representing you. It is understood that, if for any reason does not pay for the legal services, then the Government of Ukraine will be responsible for all fees, charges and disbursements in connection with the Preliminary Engagement. No attorney-client relationship with the third party is being established by virtue of this payment arrangement.

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Retainer

An initial retainer will be paid to the Firm at the outset of the Engagement in the amount of \$150,000. This retainer will be applied to our professional fees, charges and disbursements. The retainer will be held in an interest-bearing escrow account until it is applied against accrued fees, charges and disbursements. To the extent that the retainer amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. Our monthly statements will indicate the amount remaining of unapplied retainer, if any, but under no circumstances will the cost of the Preliminary Engagement exceed \$150,000.

Waivers and Related Matters

The Firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of the Firm to choose the Firm as its counsel and preclude the Firm from representing you or other clients of our Firm in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the Firm may represent other present or future parties on matters other than those for which it had been or then is engaged by the Government, whether or not on a basis adverse to the Government or any of its present or future affiliates, including in litigation, legal or other proceedings or matters, which are referred to as "Permitted Adverse Representation."

In furtherance of this mutual agreement, the Government agrees that it will not for itself or any other party assert the Firm's representation of the Government or any of its present or future affiliates, either in its representation in the Engagement or in any other matter in which the Government retains the Firm, as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agrees that any Permitted Adverse Representation does not constitute a breach of any duty owed by the Firm. The waiver provided for in this and the preceding paragraph includes the Firm's ongoing representation of Gazprom. The Government agrees that this paragraph and the preceding one do not expand the scope of the Engagement to encompass affiliates of the Company unless expressly agreed to by the Firm.

Duty of Confidentiality

Our representation in this Preliminary Engagement is premised on the Firm's adherence to its professional obligation not to disclose any confidential information or to use it for another party's benefit without the Government's consent. Such obligations are subject to certain exceptions, including the laws, rules and regulations of certain jurisdictions relating to money laundering and terrorist financing. Under relevant circumstances, the Firm may be under a duty to disclose information to relevant governmental authorities. The Firm may be prohibited from informing you that such a disclosure has been made or the reasons for such disclosure, and we may have to cease work for you for a period of time and not be able to inform you of the reason. Provided

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that the Firm acts in the manner set forth in the first sentence of this paragraph and subject to the exceptions noted above, the Government will not for itself or any other party assert that the Firm's possession of such confidential information, even though it may relate to a matter for which the Firm is representing another client [or may be known to someone at the Firm working on the matter (a) is a basis for disqualifying the Firm from representing another of its clients in any matter in which the Government or any other party has an interest; or (b) constitutes a breach of any duty owed by the Firm. In addition, the Firm's failure to share with the Government any confidential information received from another client will not be asserted by the Government as constituting a breach of any duty owed to the Government by the Firm, including any duty regarding information disclosure.

If the Firm receives from any person or entity a subpoena or request for information that is within our custody or control or the custody or control of our agents or representatives, we will, to the extent permitted by applicable law, advise the Government before responding so that the Government has the opportunity to intervene or interpose any objections. Should the Government object to the provision of such information, the Firm may thereafter provide such information only to the extent authorized by the Government or required by a court or other governmental body of competent jurisdiction. The Government agrees to pay the Firm for any services rendered and charges and disbursements incurred in responding to any such request at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies.

The Government agrees that the Firm may disclose the fact of this Engagement and related general information to the extent that such disclosure does not convey any confidential or non-public information and it is not adverse to the Company's interests.

Client Files and Retention

In the course of our work on this matter, we shall maintain a physical file relating to the matter. In the file we may place materials received from you with respect to the matter and other materials, including correspondence, memos, filings, drafts, closing sets, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to your representation (the "Client File"). The Client File shall be and will remain your property. We may also place in the file documents containing our attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). You agree that Work Product shall be and remain our property. In addition, electronic records (except those to be proffered to you at the conclusion of a matter as described below) such as e-mail and documents prepared on our word processing system shall not be considered part of your Client File unless it has been printed in hard copy and placed in your physical file, and does not constitute Work Product. You agree that we may adopt and implement reasonable retention policies for such electronic records and that we may store or delete such records in our discretion.

At the conclusion of a matter (which shall be defined as the time that our work on any matter subject to this letter has been completed), you shall have the right to take possession of the

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original of your Client File (but not including the Work Product). We will be entitled to make physical or electronic copies if we choose. You also agree, upon our proffer, at the conclusion of a matter (whether or not you take possession of the Client File), to take possession of any and all original contracts, stock certificates, deeds and other such important documents or instruments that may be in the Client File, without regard to format, and we shall have no further responsibility with regard to such documents or instruments. If you do not take possession of the Client File at the conclusion of a matter, we will store such file in accordance with our standard retention procedures for a period of at least seven (7) years (the "Retention Period"). Such retention (or maintenance of accounting or other records related to our representation) shall not constitute or be deemed to indicate the presence of a continuing attorney-client relationship. During the time that we store the Client File, you shall have the right to take possession of it at any time that you choose. Subject to the foregoing, we may dispose of the Client File without further notice or obligation to you.

* * *

The provisions of this letter will continue in effect, including if the Firm's representation is ended at your election (which, of course, the Government is free to do at any time) or by the Firm (which would be subject to ethical requirements). In addition, the provisions of this Engagement Letter will apply to future engagements of the Firm by the Government unless we mutually agree otherwise.

This Preliminary Engagement is limited to a specific matter described above. At the time such matter is completed, if we are not at such time engaged to represent you in one or more other matters, our attorney/client relationship will be deemed terminated whether or not we send you a letter to confirm such termination. If you thereafter desire to engage us for a further matter that we are able to and determine to undertake, this letter (and any applicable supplemental writing for such matter) would then become effective.

This agreement and any claim, controversy or dispute arising under or relating to this agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by, and construed in accordance with, the laws of the State of New York. For purposes of this letter, references to Skadden Arps or the Firm include our affiliated law practice entities.

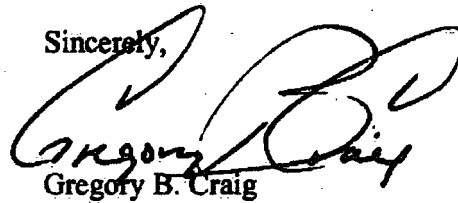
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If this letter is satisfactory, please sign a copy and return it to me.

We appreciate the opportunity to work on this project and look forward to doing so.

With best regards.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory B. Craig", is written over a horizontal line. The signature is stylized with large, flowing loops.

Gregory B. Craig

By: _____

Name:

Title:

Dated: As of

Enclosures

ANNEX A

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP AND AFFILIATES
Policy Statement Concerning Charges and Disbursements
Effective April 1, 2010

Skadden Arps bills clients for reasonable charges and disbursements incurred in connection with an engagement. Clients are billed for disbursements based on the actual cost billed by the vendor or in a few cases noted below, at rates derived from internal cost analyses or at rates below or approximating comparable outside vendor charges.

I. Research Services. Charges for LexisNexis and Westlaw are billed at levels below that which would be charged for individual usage on a particular engagement. Clients are billed at rates calculated from an aggregate discounted amount charged to and paid by the Firm to LexisNexis and Westlaw. Thomson Research services are charged based on client usage allocated from actual vendor charges. Charges for other services outside research services are billed at the actual amounts charged by vendors.

The State of Delaware Database provides computer access to a corporations database in Dover, Delaware. The charge for this service is \$50 per transaction, which is the average amount charged by outside services.

II. Travel-Related Expenses. Out-of-town travel expenses are billed at actual cost and include air or rail travel, lodging, car rental, taxi or car service, tips and other reasonable miscellaneous costs associated with travel. Corporate and/or negotiated discounted rates are passed on to the client. Specific Firm policies for expenditures relating to out-of-town travel include:

- **Air Travel.** Coach class is the standard on most U.S. domestic flights. However, for flights with scheduled flight times longer than 5 hours and international flights business class is generally used.
- **Lodging.** We strive to book overnight accommodations at hotels with which the Firm or the Client has preferred corporate rates.

Local travel charges include commercial transportation and, when a private car is used, mileage, tolls and parking. Specific policies govern how and when a client is charged for these expenses; these include:

- Fares for commercial transportation (e.g., car service, taxi, rail) are charged at the actual vendor invoice amount. The charge for private car usage is the IRS rate allowance per mile (or the equivalent outside the United States) plus the actual cost of tolls and parking.
- Round-trip transportation to the office is charged for attorneys who work weekends or holidays. Transportation home may be charged on business days when an attorney works past a certain hour (typically 8:30 p.m.) and has worked a minimum of ten hours that day.
- Local travel for support staff is charged when a staff member works past a certain hour (typically 8:30 p.m.). Charges are limited by Firm policy and depend on form of transportation and distance traveled.

III. Word Processing, Secretarial and other Special Task-Related Services. Routine secretarial tasks (correspondence, filing, travel and/or meeting arrangements, etc.) are not charged to clients. Word processing services associated with preparing legal documents are charged at \$50 (£25/€35) per hour.

Specialized tasks (such as EDGAR filings or legal assistant services) are recorded in the appropriate billing category (for example, legal assistant services are recorded as fees in "Legal Assistant Support" on bills)

IV. Reproduction and Electronic Document Management. Photocopying services (including copying, collating, tabbing and velo binding) performed in-house are charged at \$0.15 (£0.07/€0.11) per page, which represents the average internal cost per page. Color photocopies are charged at \$0.80 (£0.40/€0.55) per page (based on outside vendor rates). Photocopying projects performed by outside vendors are billed at the actual invoice amount. Special arrangements can be made for unusually large projects.

Electronic Data Management services (e.g., scanning, OCR processing, data and image loading/exporting, CD/DVD creation, printing from scanned files, and conversions) performed by outside vendors are billed at the actual invoice amount and those performed in-house are billed at rates comparable to those charged by outside vendors.

V. Electronic Communications. Clients are charged for communications services as follow:

Telephone Charges. There is no charge for local telephone calls or internal long distance telephone calls. External telephone calls such as collect, cellular calls, credit card, hotel telephone charges and vendor-hosted conference calls are charged at the vendor rate plus applicable taxes and are assigned to the specific matter for which such charges were incurred.

Facsimile Charges. There is no charge for facsimile usage

VI. Postage and Courier Services. Outside messenger and express carrier services are charged at the actual vendor invoice amount which frequently involves discounts negotiated by the Firm. Postage is charged at actual mail rates. On certain occasions, internal staff may be required to act as messengers in which case the staff's applicable hourly rate is charged.

VII. UCC Filing and Searches. Charges for filings and searches, in most instances, are billed at the flat fee charged by the vendor. Unusual filings and searches will be charged based on vendor invoice.

VIII. Meals. Business meals are charged at actual cost. Luncheon and dinner meetings at the Firm are charged based on the costs developed by our food service vendor. Breakfast, beverage and snack services at the Firm's offices are not charged, except in unusual circumstances.

When overtime, weekend or holiday work is required, clients are charged for the actual, reasonable cost of an attorney's meal and, for non-attorneys, a standard amount determined by Firm policy.

IX. Direct Payment by Clients of Other Disbursements. Other major disbursements incurred in connection with an engagement will be paid directly by the client. (Those which are incurred and paid by the Firm will be charged to the client at the actual vendor's invoice amount). Examples of such major disbursements that clients will pay directly include:

Professional Fees (including disbursements for local counsel, accountants, witnesses and other professionals)

Filing/Court Fees (including disbursements for agency fees for filing documents, standard witness fees, juror fees)

Transcription Fees (including disbursements for outside transcribing agencies and courtroom stenographer transcripts)

Other Disbursements (including any other required out-of-pocket expenses incurred for the successful completion of a matter)

* Fees incurred for attorney and Firm personnel in connection with the Engagement are not covered by this policy.



Gregory B. Craig

Partner

Skadden, Arps, Slate, Meagher & Flom LLP
Litigation

A trial lawyer with extensive experience in a wide variety of cases, Greg Craig has successfully defended individuals and entities in a number of high-profile criminal and civil proceedings.

Civil Litigation: Examples of Mr. Craig's civil litigation experience include the following:

In 2000, Mr. Craig successfully represented Elian Gonzalez's father, Juan Miguel Gonzalez, in administrative and court proceedings involving Mr. Gonzalez's effort to regain custody of his son. Also in 2000, Mr. Craig helped lead the trial team representing Warnaco in contract/license litigation with Calvin Klein and his company. In 1999, Mr. Craig represented a major corporation in a trial in which a senior executive brought suit against the company alleging age discrimination. Mr. Craig represented former U.N. Secretary General Kofi Annan in connection with the Volcker Commission's investigation of the Oil-for-Food Programme at the U.N.

During the last 15 years, Mr. Craig has represented a variety of foreign individuals and entities that have required advice and assistance with various U.S. government agencies, including the Consular Bureau in the State Department, the Immigration and Naturalization Service, the Office of Foreign Asset Control in the Treasury Department and the Securities and Exchange Commission. For example, Mr. Craig represented two Chicago policemen in extradition proceedings in federal court in Chicago and brought a declaratory judgment action on their behalf in federal court in Washington, D.C., which resulted in a federal judge finding the U.S. extradition statute of 1848 unconstitutional.

From 1978 to 1979, Mr. Craig represented Alexander Solzhenitsyn in a libel case in federal court in San Francisco and advised him on other matters up through 1983. In 1977, he brought suit on behalf of one of the first (and lead) plaintiffs in the swine flu litigation that was subsequently consolidated by the Judicial Panel on Multidistrict Litigation. From 1973 to 1975, working with Edward Bennett Williams, Mr. Craig represented the clubs of the National Hockey League in antitrust litigation involving the World Hockey Association. From 1972 to 1974, working with Joseph A. Califano, Jr., Mr. Craig represented the Washington Post Company and various reporters in connection with the Watergate scandal and the grand jury investigation of Vice President Spiro Agnew.

(continued)

Biography

Washington, D.C. Office

T: 202.371.7400

F: 202.661.9100

E: gregory.craig@skadden.com

Education

J.D., Yale Law School, 1972

Diploma in Historical Studies, Cambridge University, 1968

The Lionel DeJersey Harvard Fellowship ("The John Harvard Fellow"), 1968

A.B., Harvard College, 1967 (*magna cum laude*; Phi Beta Kappa)

Bar Admissions

District of Columbia

U.S. Supreme Court

U.S. Courts of Appeals for the District of Columbia, Second, Third, Fourth, Sixth, Seventh and Eleventh Circuits

U.S. District Courts for the District of Columbia, Central and Northern Districts of California, District of Connecticut, Southern District of New York, District of Maryland, Eastern District of Virginia, Central and Eastern Districts of Michigan, Southern District of Florida, and Central District of Alabama

Associations/Affiliations

Member, Board of Trustees, German Marshall Fund of the United States

WWW.SKADDEN.COM

Biography

Gregory B. Craig

Criminal Litigation: Examples of Mr. Craig's criminal litigation experience include the following:

Mr. Craig has been an active participant in the American criminal justice system for more than 35 years. His career as a criminal defense lawyer began in 1974 when he became the assistant federal public defender for the District of Connecticut. He served in that capacity until September of 1976. Since then, Mr. Craig has represented numerous American corporations and corporate executives who have been the subjects of grand jury investigations and/or who also have been charged with criminal offenses.

In 1975, he represented an individual charged with arson in a six-week trial in federal court in Connecticut. In 1977, working with Edward Bennett Williams, Mr. Craig represented Mr. Richard Helms, a former director of Central Intelligence, who was under grand jury investigation for perjury. That same year, he represented the first FBI agent ever to be indicted, who was accused of illegal wiretapping, breaking and entering, and mail opening in connection with the FBI investigation of the Weather Underground. In 1978 to 1980, also with Edward Bennett Williams, Mr. Craig represented a prominent local businessman charged with bribing a D.C. government official. In 1981 to 1982, working with Vince Fuller, Mr. Craig represented John Hinckley, who was charged with the attempted assassination of President Reagan. In 1983 to 1984, working with Edward Bennett Williams, Mr. Craig represented a prominent businessman who was charged with tax evasion in federal court in Miami. In 1990, Mr. Craig represented Senator Edward M. Kennedy in connection with the trial of his nephew, William Kennedy Smith, in Palm Beach, Florida.

Other Experience:

For five years (1984-1988), he served as Senator Edward M. Kennedy's senior adviser on defense, foreign policy and national security issues.

In 1997, Secretary of State Madeleine Albright appointed Mr. Craig to be one of her senior advisers, and he served the Secretary as her Director of Policy Planning during the years 1997 to 1998.

In September 1998, President Clinton appointed Mr. Craig to be Assistant to the President and Special Counsel in the White House where Mr. Craig led the team that was assembled to defend against impeachment. Mr. Craig also was a member of President Clinton's trial team in the United States Senate and presented the defense with respect to Count One during that trial.

From January 2009 to January 2010, Mr. Craig served as President Obama's White House Counsel.

Mr. Craig also has taught trial practice at both Yale Law School (1975-1976) and Harvard Law School (1981-1984).

Mr. Craig also has served on the boards of many non-governmental organizations and foundations, including The Carnegie Endowment for International Peace (vice chair); the International Human Rights Law Group (chair); the Robert F. Kennedy Memorial; and the American Security Project.

Government Service

White House Counsel (2009-2010)

Assistant to the President and Special Counsel, The White House (1998-1999)

Director of Policy Planning, United States State Department (1997-1998)

Senior Adviser on Defense, Foreign Policy and National Security, Senator Edward Kennedy (1984-1988)

WWW.SKADDEN.COM



Cliff Sloan

Partner

Skadden, Arps, Slate, Meagher & Flom LLP

Litigation; Intellectual Property, Media and Entertainment

Mr. Sloan joined Skadden in 2008. An experienced litigator, he has litigated cases at all levels of federal and state courts, including five U.S. Supreme Court arguments, numerous arguments in the U.S. Courts of Appeals, and matters in trial and district courts across the country.

Mr. Sloan's practice focuses on a wide range of litigation and appeals, including cases involving intellectual property, administrative law, commercial disputes, securities law, tax controversies and constitutional issues. He also regularly advises clients on copyright, trademark, new media and First Amendment matters.

His recent litigation experience includes:

- an *en banc* victory, in a case he argued, in the United States Court of Appeals for the First Circuit in an SEC case on the scope of Section 10b-5 liability (*SEC v. Tambone*);
- a victory in a music copyright infringement lawsuit in which he was lead counsel for the Bon Jovi band, as well as more than a dozen media and entertainment defendants, in the United States District Court for the District of Massachusetts (*Steele v. Turner Broadcasting*); and
- a victory in a constitutional challenge to a Hawaii statute targeting an out-of-state company in which he was lead counsel for the company (*HRPT v. Lingle*).

Mr. Sloan has served in high-ranking positions in all three branches of the federal government, including experience as Associate Counsel to the President and Assistant to the Solicitor General. He also has served on the U.S. Court of Appeals for the District of Columbia Circuit's Advisory Committee on Procedures.

Among his other activities, Mr. Sloan has been a leader in Internet litigation. *The National Law Journal* has described him as "an expert on cyberspace," and *The New York Times* singled out his *amicus curiae* brief in a landmark Supreme Court Internet case as "very likely" having a significant impact on the Justices.

From 2000 to 2008, Mr. Sloan served as General Counsel of Washingtonpost.Newsweek Interactive, *The Washington Post Company's* online subsidiary. He was active in the in-house bar, serving on the board of directors of the Association of Corporate Counsel and on the Advisory Board of *Corporate Pro Bono*. From 2005 to 2008, he also served as Publisher of *Slate Magazine*, which was acquired by The Washington Post Company in 2005. He has taught the law of cyberspace as an adjunct law professor at Georgetown University Law Center, George Washington University Law School, and American University's Washington College of Law.

Mr. Sloan was selected for inclusion in *The Best Lawyers in America 2012*. He also has received numerous awards, including being named "Appellate Lawyer of the Week" by *The National Law Journal* in 2012 for his representation in a case before the U.S. Supreme Court; one of *Min Magazine's* "21 Most Intriguing People in Publishing" in 2007; and one of *The National Law Journal's* "Forty Under Forty" top lawyers in 1995. He currently is a member of the Legal Services Corp.'s *Pro Bono* Task Force. Mr. Sloan is the co-author of *The Great Decision*, a book about the historic Supreme Court case *Marbury v. Madison* (Public Affairs, 2009), and comments regularly on Supreme Court developments.

Biography

Washington, D.C. Office

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F: 202.661.8340

E: cliff.sloan@skadden.com

Education

J.D., Harvard Law School (*magna cum laude*), 1984

B.A., Harvard College (*magna cum laude*), 1979

Bar Admissions

District of Columbia

Illinois

Government Experience

Associate Counsel to the President of the United States (1993-1995)

Assistant to the Solicitor General, United States Department of Justice (1989-1991)

Associate Counsel, Office of Independent Counsel, Iran-Contra (1987-1988)

Law Clerk to Justice John Paul Stevens, United States Supreme Court (1985-1986)

Law Clerk to Judge J. Skelly Wright, United States Court of Appeals for the District of Columbia (1984-1985)

Executive Assistant, Congressman Sidney R. Yates (1979-1981)

Media and Internet Experience

General Counsel, Washingtonpost.Newsweek Interactive (2000-2008)

Publisher, *Slate Magazine* (2005-2008)

Vice President, Business Development, Washingtonpost.Newsweek Interactive (2002-2005)

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SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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FIRM/AFFILIATE OFFICES

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SHANGHAI
SINGAPORE
SYDNEY
TORONTO
VIENNA

CONFIDENTIAL

April 10, 2012

To: The Ministry of Justice
The Government of Ukraine

From: Gregory B. Craig, Partner

Subject: Retainer Memorandum

Re: Terms and Conditions

We are pleased that you are retaining Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden Arps" or the "Firm") in connection with the assignment described below ("the Engagement"). It is agreed that the terms of this Retainer Memorandum will be incorporated by reference into the Agreement between the Firm and the Ministry of Justice of the Government of Ukraine ("the Ministry") to which this Retainer Memorandum has been attached.

Scope of Engagement

The Engagement involves serving as a rule of law consultant to the Ministry and advising the Ministry on a variety of rule of law issues, including those that may arise before the European Court for Human Rights. The services to be provided by the Firm in connection with the Engagement will encompass those legal services normally and reasonably associated with this type of engagement which the Firm has been requested to provide and which are consistent with its ethical obligations. It is understood that the Firm's client is the Ministry, which is a department of the Government of Ukraine. The Firm is willing to take on this project with the clear understanding that the Firm will have access to all relevant materials and information that the Firm deems necessary to do its job, and that the Firm will be free to reach its own conclusions based on its own independent work. It is understood that the Firm is not being retained to engage in any "political activities" – and will not engage in any such activities – as defined in the Foreign Agent Registration Act (FARA).

Engagement Personnel

Gregory Craig will be responsible for and actively involved in the Engagement. Other lawyers involved in the Engagement will include Clifford Sloan, Mike Loucks and Matthew Cowie. Additional lawyers will be added on an as-needed basis.

The Ministry of Justice
April 10, 2012
Page 2

Fees and Expenses

Our fees will be based on the time that the Firm's lawyers spend on the Engagement along with our out of pocket expenses. In addition to the terms for payment set forth in the Agreement to which this memorandum is attached, we have agreed to offset our fees for time – charged at our normal hourly rates – and reimbursement of our out-of-pocket expenses against a retainer that has been paid in advance.

As for out-of pocket expenses, see Annex A attached. This may be periodically updated.

Waivers and Related Matters

The Firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of the Firm to choose the Firm as its counsel and preclude the Firm from representing you or other clients of our Firm in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the Firm may represent other present or future parties on matters other than those for which it had been or then is engaged by the Government, whether or not on a basis adverse to the Ministry or any of its present or future affiliates, including in litigation, legal or other proceedings or matters, which are referred to as "Permitted Adverse Representation."

In furtherance of this mutual agreement, the Ministry agrees that it will not for itself or any other party assert the Firm's representation of the Ministry or any of its present or future affiliates, including any other organs of the Government of Ukraine, either in its representation in the Engagement or in any other matter in which the Ministry retains the Firm, as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agrees that any Permitted Adverse Representation does not constitute a breach of any duty owed by the Firm. The waiver provided for in this and the preceding paragraph includes the Firm's ongoing representation of OAO Gazprom and any of its present or future affiliates or subsidiaries. The Ministry agrees that this paragraph and the preceding one do not expand the scope of the Engagement to encompass affiliates of the Ministry unless expressly agreed to by the Firm.

Duty of Confidentiality

Our representation in this Engagement is premised on the Firm's adherence to its professional obligation not to disclose any confidential information or to use it for another party's benefit without the Ministry's consent. Such obligations are subject to certain exceptions, including the laws, rules and regulations of certain jurisdictions relating to money laundering and terrorist financing. Provided that the Firm acts in the manner set forth in the first sentence of this paragraph and subject to the exceptions noted above, the Ministry will not for itself or any other

The Ministry of Justice
April 10, 2012
Page 3

party assert that the Firm's possession of such confidential information, even though it may relate to a matter for which the Firm is representing another client or may be known to someone at the Firm working on the matter (a) is a basis for disqualifying the Firm from representing another of its clients in any matter in which the Ministry or any other party has an interest; or (b) constitutes a breach of any duty owed by the Firm. In addition, the Firm's failure to share with the Ministry any confidential information received from another client will not be asserted by the Ministry as constituting a breach of any duty owed to the Ministry by the Firm, including any duty regarding information disclosure.

If the Firm receives from any person or entity a subpoena or request for information that is within our custody or control or the custody or control of our agents or representatives, we will, to the extent permitted by applicable law, advise the Ministry before responding so that the Ministry has the opportunity to intervene or interpose any objections. Should the Ministry object to the provision of such information, the Firm may thereafter provide such information only to the extent authorized by the Ministry or required by a court or other governmental body of competent jurisdiction. The Ministry agrees to pay the Firm for any services rendered and charges and disbursements incurred in responding to any such request at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies.

The Ministry agrees that the Firm may disclose the fact of this Engagement and related general information to the extent that such disclosure does not convey any confidential or non-public information and it is not adverse to the Ministry's interests.

Client Files and Retention

In the course of our work on this matter, we shall maintain a physical file relating to the matter. In the file we may place materials received from you with respect to the matter and other materials, including correspondence, memos, filings, drafts, closing sets, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to your representation (the "Client File"). The Client File shall be and will remain your property. We may also place in the file documents containing our attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). You agree that Work Product shall be and remain our property. In addition, electronic records (except those to be proffered to you at the conclusion of a matter as described below) such as e-mail and documents prepared on our word processing system shall not be considered part of your Client File unless it has been printed in hard copy and placed in your physical file, and does not constitute Work Product. You agree that we may adopt and implement reasonable retention policies for such electronic records and that we may store or delete such records in our discretion.

At the conclusion of a matter (which shall be defined as the time that our work on any matter subject to this letter has been completed), you shall have the right to take possession of the original of your Client File (but not including the Work Product). We will be entitled to make physical or electronic copies if we choose. You also agree, upon our proffer, at the conclusion of

The Ministry of Justice
April 10, 2012
Page 4

a matter (whether or not you take possession of the Client File), to take possession of any and all original contracts, stock certificates, deeds and other such important documents or instruments that may be in the Client File, without regard to format, and we shall have no further responsibility with regard to such documents or instruments. If you do not take possession of the Client File at the conclusion of a matter, we will store such file in accordance with our standard retention procedures for a period of at least seven (7) years (the "Retention Period"). Such retention (or maintenance of accounting or other records related to our representation) shall not constitute or be deemed to indicate the presence of a continuing attorney-client relationship. During the time that we store the Client File, you shall have the right to take possession of it at any time that you choose. Subject to the foregoing, we may dispose of the Client File without further notice or obligation to you.

* * *

The provisions of this Retainer Memorandum will continue in effect, including if the Firm's representation is ended at your election (which, of course, the Ministry is free to do at any time) or by the Firm (which would be subject to ethical requirements). In addition, the provisions of this Retainer Memorandum will apply to future engagements of the Firm by the Ministry unless we mutually agree otherwise.

This agreement and any claim, controversy or dispute arising under or relating to this agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by, and construed in accordance with, the laws of the State of New York. For purposes of this letter, references to Skadden Arps or the Firm include our affiliated law practice entities.

In the event there is found to be any inconsistency between the terms of this Retainer Memorandum and the Agreement between the Ministry and the Firm to which this Memorandum is attached, the terms of this Retainer Memorandum will take precedence.

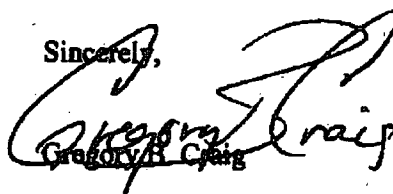
The Ministry of Justice
April 10, 2012
Page 5

If this letter is satisfactory, please sign a copy and return it to me.

We appreciate the opportunity to work on this project and look forward to doing so.

With best regards.

Sincerely,



Gregory B. Craig

By: _____

Name:

Title:

Dated: As of

Enclosures

ANNEX A

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP AND AFFILIATES
Policy Statement Concerning Charges and Disbursements
Effective April 1, 2010

Skadden Arps bills clients for reasonable charges and disbursements incurred in connection with an engagement. Clients are billed for disbursements based on the actual cost billed by the vendor or in a few cases noted below, at rates derived from internal cost analyses or at rates below or approximating comparable outside vendor charges.

I. Research Services. Charges for LexisNexis and Westlaw are billed at levels below that which would be charged for individual usage on a particular engagement. Clients are billed at rates calculated from an aggregate discounted amount charged to and paid by the Firm to LexisNexis and Westlaw. Thomson Research services are charged based on client usage allocated from actual vendor charges. Charges for other services outside research services are billed at the actual amounts charged by vendors.

The State of Delaware Database provides computer access to a corporations database in Dover, Delaware. The charge for this service is \$50 per transaction, which is the average amount charged by outside services.

II. Travel-Related Expenses. Out-of-town travel expenses are billed at actual cost and include air or rail travel, lodging, car rental, taxi or car service, tips and other reasonable miscellaneous costs associated with travel. Corporate and/or negotiated discounted rates are passed on to the client. Specific Firm policies for expenditures relating to out-of-town travel include:

- **Air Travel.** Coach class is the standard on most U.S. domestic flights. However, for flights with scheduled flight times longer than 5 hours and international flights business class is generally used.
- **Lodging.** We strive to book overnight accommodations at hotels with which the Firm or the Client has preferred corporate rates.

Local travel charges include commercial transportation and, when a private car is used, mileage, tolls and parking. Specific policies govern how and when a client is charged for these expenses; these include:

- Fares for commercial transportation (e.g., car service, taxi, rail) are charged at the actual vendor invoice amount. The charge for private car usage is the IRS rate allowance per mile (or the equivalent outside the United States) plus the actual cost of tolls and parking.
- Round-trip transportation to the office is charged for attorneys who work weekends or holidays. Transportation home may be charged on business days when an attorney works past a certain hour (typically 8:30 p.m.) and has worked a minimum of ten hours that day.
- Local travel for support staff is charged when a staff member works past a certain hour (typically 8:30 p.m.). Charges are limited by Firm policy and depend on form of transportation and distance traveled.

III. Word Processing, Secretarial and other Special Task-Related Services. Routine secretarial tasks (correspondence, filing, travel and/or meeting arrangements, etc.) are not charged to clients. Word processing services associated with preparing legal documents are charged at \$50 (£25/€35) per hour.

Specialized tasks (such as EDGAR filings or legal assistant services) are recorded in the appropriate billing category (for example, legal assistant services are recorded as fees in "Legal Assistant Support" on bills)

IV. Reproduction and Electronic Document Management. Photocopying services (including copying, collating, tabbing and velo binding) performed in-house are charged at \$0.15 (£0.07/€0.11) per page, which represents the average internal cost per page. Color photocopies are charged at \$0.80 (£0.40/€0.55) per page (based on outside vendor rates). Photocopying projects performed by outside vendors are billed at the actual invoice amount. Special arrangements can be made for unusually large projects.

Electronic Data Management services (e.g., scanning, OCR processing, data and image loading/exporting, CD/DVD creation, printing from scanned files, and conversions) performed by outside vendors are billed at the actual invoice amount and those performed in-house are billed at rates comparable to those charged by outside vendors.

V. Electronic Communications. Clients are charged for communications services as follow:

Telephone Charges. There is no charge for local telephone calls or internal long distance telephone calls. External telephone calls such as collect, cellular calls, credit card, hotel telephone charges and vendor-hosted conference calls are charged at the vendor rate plus applicable taxes and are assigned to the specific matter for which such charges were incurred.

Facsimile Charges. There is no charge for facsimile usage

VI. Postage and Courier Services. Outside messenger and express carrier services are charged at the actual vendor invoice amount which frequently involves discounts negotiated by the Firm. Postage is charged at actual mail rates. On certain occasions, internal staff may be required to act as messengers in which case the staff's applicable hourly rate is charged.

VII. UCC Filing and Searches. Charges for filings and searches, in most instances, are billed at the flat fee charged by the vendor. Unusual filings and searches will be charged based on vendor invoice.

VIII. Meals. Business meals are charged at actual cost. Luncheon and dinner meetings at the Firm are charged based on the costs developed by our food service vendor. Breakfast, beverage and snack services at the Firm's offices are not charged, except in unusual circumstances.

When overtime, weekend or holiday work is required, clients are charged for the actual, reasonable cost of an attorney's meal and, for non-attorneys, a standard amount determined by Firm policy.

IX. Direct Payment by Clients of Other Disbursements. Other major disbursements incurred in connection with an engagement will be paid directly by the client. (Those which are incurred and paid by the Firm will be charged to the client at the actual vendor's invoice amount). Examples of such major disbursements that clients will pay directly include:

Professional Fees (including disbursements for local counsel, accountants, witnesses and other professionals)
Filing/Court Fees (including disbursements for agency fees for filing documents, standard witness fees, juror fees)
Transcription Fees (including disbursements for outside transcribing agencies and courtroom stenographer transcripts)
Other Disbursements (including any other required out-of-pocket expenses incurred for the successful completion of a matter)

* Fees incurred for attorney and Firm personnel in connection with the Engagement are not covered by this policy.

ДОГОВІР

CONTRACT

м. Київ

Kyiv

« 10 » April 2012р.

« 10 » April 2012р.

Міністерство юстиції України в особі заступника Міністра юстиції – керівника апарату Седова Андрія Юрійовича, що діє на підставі Положення про Міністерство юстиції України, затвердженого Указом Президента України від 6 квітня 2011 року № 395/2011 (далі – Замовник), з однієї сторони,

та

Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates (далі – Виконавець), з іншої сторони, разом – Сторони,

уклали цей договір про таке (далі – Договір):

The Ministry of Justice of Ukraine acting on the basis of the Regulation on the Ministry of Justice of Ukraine approved by the Decree of the President of Ukraine of April 6, 2011 No 396/2011, represented by Andriy Yuriyovych Sedov (hereinafter referred to as the Employer), on one hand

and

Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates (hereinafter referred to as the Executor), on the other hand,

hereinafter jointly referred to as the Parties,

have concluded the following Contract (hereinafter referred to as the Contract):

1. Предмет Договору

1.1. Виконавець зобов'язується у 2012 році надати Замовникові послуги з дослідження у галузі права (ДК 016:97 - 73.20.13), а саме експертного дослідження щодо дотримання принципу верховенства права (далі – Послуги), (далі – Послуги), а Замовник – прийняти і оплатити такі Послуги.

1.2. Обсяги закупівлі послуг здійснюються залежно від реального фінансування видатків та потреб замовника.

2. Якість послуг

2.1. Виконавець повинен надати Замовнику послуги, якість яких відповідає умовам:

- результат дослідження повинен у повному обсязі та об'єктивно відображати Європейські та Американські стандарти та практику щодо дотримання принципу Верховенства права;

- дослідження здійснюється з урахуванням особливостей конкретної справи, яка розглядається Європейським судом з прав людини.

3. Ціна Договору

3.1 Ціна цього Договору становить

1. Subject of the Contract

1.1. In 2012, the Executor shall deliver services on legal studies (ДК 016:97 - 73.20.13) to the Employer that include providing advice on the rule of law (hereinafter referred to as the Services), and the Employer shall accept and pay for such Services.

1.2. The scope of procurement of the Services shall be made depending on actual funding of the Employer's expenses and needs.

2. Quality of the Services

2.1. The Executor shall provide the Employer with the Services whose quality is to meet the following conditions:

- findings of the study must fully and objectively reflect European and American standards and practice with respect to rule of law;

- the study is to be carried out with regard to specific features of the particular case considered before the European Court of Human Rights.

3. Price of the Contract

3.1 The price of the present Contract shall

95 000,00 грн. (дев'яносто п'ять тисяч грн. 00 коп.) без ПДВ.

3.2. Ціна послуг становить 100,00 грн. (сто грн. 00 коп.) без ПДВ за одну годину дослідження. Загальна кількість годин дослідження не може перевищувати 950 (дев'ятсот п'ятдесят) годин.

3.3. Виконавець веде облік витраченого часу для здійснення дослідження. На основі цих даних Виконавець складає Звіт та направляє його Замовнику. Звіт має містити детальний опис послуг, на які витрачено час.

3.4. Ціна цього Договору може бути зменшена за взаємною згодою Сторін.

4. Порядок здійснення оплати

4.1. Розрахунки проводяться шляхом перерахування Замовником коштів на розрахунковий рахунок Виконавця після пред'явлення Виконавцем рахунка на оплату послуг (далі – рахунок) за наявності коштів на розрахунковому рахунку Замовника.

4.2. Оплата за виконані послуги здійснюється після підписання акта прийому-передачі наданих послуг з відстрочкою платежу до 30 банківських днів.

4.3. Якщо Замовник порушує умови оплати, зазначені у п. 4.2., з причин затримки бюджетного фінансування, така затримка вважається викликанною форс-мажорними обставинами і не тягне за собою будь-якої відповідальності.

5. Надання послуг

5.1. Строк надання послуг за цим Договором починається з ____ травня 2012 р. і має бути завершено до 31 грудня 2012 року згідно з порядком, наведеним нижче.

5.2. Замовник передає Виконавцеві копії матеріалів справи стосовно якої необхідно провести дослідження та яка знаходить на розгляді Європейського суду із переліком питань, які підлягають дослідженню.

5.3. Виконавець здійснює дослідження прецедентної практики Європейського суду з прав людини у справах щодо дотримання вимог Конвенції

be 95,000.00 (ninety five thousand) Ukrainian hryvnias, VAT excluded.

3.2. The price of the Services shall be 100.00 (one hundred.) Ukrainian hryvnias, VAT excluded, per one hour of study. Total hours shall not exceed 950 (nine hundred fifty) hours.

3.3. The Executor shall keep accounting of hours expended to carry out the study. Based on those data, the Executor shall draw up the Report and submit it to the Employer. The Report shall contain the detailed description of the services time had been expended in.

3.4. The price of the present Contract may be reduced by mutual consent of the Parties.

4. Payment procedure

4.1. The payment shall be made by the Employer by way of bank transfer to the bank account of the Executor upon presentation by the Executor of the bill for services (hereinafter referred to as the bill) subject to availability of the funds on the bank account of the Employer.

4.2. Payment for services shall be made after signing the statement of transfer and acceptance of the services delivered, with delay of payment up to 30 bank days.

4.3. In the case the Employer violates the payment conditions as referred to in § 4.2. due to delays in budget funding, such a delay shall be considered as one caused by force majeure circumstances and shall not entail liability of any kind.

5. Provision of services

5.1. The period of provision of services under the present Contract shall start from 22 May 2012 and shall end by 31 December 2012, in accordance with the procedure set out below.

5.2. The Employer shall submit to the Executor the copy of the case-file which is to be analysed and which is being considered before the European Court of Human Rights, together with the list of questions to be studied.

5.3. The Executor shall carry out the study of the case-law of the European Court of Human Rights concerning compliance with the requirements of the Convention for the Protection of Human Rights and Fundamental Freedoms as

про захист прав людини і основоположних свобод, а також документів органів Ради Європи з урахування особливостей конкретної справи, яка знаходиться на розгляді Європейського суду.

5.4. За результатами дослідження Виконавець готує меморандум, в якому відображаються позиція Європейського суду чи органів Ради Європи щодо питань, які є предметом дослідження, а також висновки щодо можливості їх застосування для підготовки позиції Уряду України з огляду на обставини конкретної справи.

5.5. Передача Виконавцеві копій матеріалів справи, а також перелік питань, які необхідно дослідити оформлюється протоколом.

5.6. Виконавець здійснює дослідження упродовж строку, що не перевищує 1 (одного) місяця.

5.7. Замовник нараховує Виконавцеві штрафні санкції у розмірі вартості однієї години здійснення дослідження за кожен день порушення строку проведення дослідження, визначеного пунктом 5.6. Договору.

5.8. Місце надання послуг: Міністерство юстиції України, м. Київ, вул. Городецького, 13.

well as of the documents of the institutions of the Council of Europe with regard to specific features of the particular case being considered before the European Court of Human Rights.

5.4. In accordance with the findings, the Executor shall prepare the memorandum that is to reflect the position of the European Court of Human Rights or the institutions of the Council of Europe on issues studied; the Executor shall also draw up the conclusions on possibilities of their application in the process of drawing up the position of the Ukrainian Government taking into account circumstances of the particular case..

5.5. The submission of the copies of the case-file and of the list of questions to be studied to the Executor shall be formalised by means of the relevant record.

5.6. The Executor shall carry out the study within the period that is not to exceed 1 (one) month.

5.7. In the case of failure to meet a date, the Employer shall fine the Executor in the amount of cost of one hour per each day outside the time-limit for the study set out in § 5.6. of the Contract.

5.8. The Service location shall be the Ministry of Justice of Ukraine, City of Kyiv, 13 Horodetskogo St..

6. Права та обов'язки сторін

6.1. Замовник зобов'язаний:

6.1.1. Надати Виконавцеві копії матеріалів справи, а також перелік питань, які необхідно дослідити.

6.1.2. Приймати надані послуги згідно з актом прийому-передачі наданих послуг (якщо надані послуги відповідають умовам цього Договору).

6.1.3. Своєчасно та в повному обсязі сплачувати за надані послуги;

6.2. Замовник має право:

6.2.1. Контролювати надання послуг у строки, встановлені цим Договором. Здійснювати перевірку якості дослідження та відповідності дослідження вимогам, встановленим у п. 2.1.

6.2.2. Достроково розірвати Договір та вимагати відшкодування збитків у разі, якщо надання Виконавцем послуг у строк, передбачений цим договором, стає явно неможливим, або ж якщо під час надання послуг стане очевидним, що вони не будуть

6. Rights and obligations of the Parties

6.1. The Employer shall:

6.1.1. Submit copies of case-files together with the list of questions to be studied to the Executor.

6.1.2. Accept the services made according to the statement of transfer and acceptance of the services delivered (if the services delivered comply with the conditions of the present Contract).

6.1.3. Pay for services delivered timely and in full;

6.2. The Employer shall have the right to:

6.2.1. Check that the services are provided within the time-limits established by the present Contract, verify the quality of the study and its compliance with the requirements set out in § 2.1.

6.2.2. Terminate ahead of schedule the present Contract and require payment of damage in the case if provision of services by the Executor within the time-limits established by the present Contract becomes clearly impossible or if during provision of the services it becomes quite clear that they are not going to be provided

відповідному рівні.

6.2.3. Зменшувати обсяг закупівлі надання послуг та загальну вартість цього Договору залежно від реального фінансування видатків. У такому разі Сторони вносять відповідні зміни до цього Договору;

6.2.4. Повернути рахунок Виконавцю без здійснення оплати в разі неналежного оформлення документів (відсутність печатки, підписів тощо).

6.3. Виконавець зобов'язаний:

6.3.1. Забезпечити надання послуг у строки, встановлені цим Договором;

6.3.2. Забезпечити надання послуг, якість яких відповідає умовам, встановленим розділом 2 цього Договору.

6.3.3. Надати Замовнику результат дослідження в електронному та друкованому вигляді, а також повернути копії матеріалів справи.

6.3.4. Не розголошувати відомості, що містяться у матеріалах справи, які йому було передано для здійснення дослідження.

6.3.5. Дотримуватися умов цього Договору і нести відповідальність за їх невиконання.

6.4. Виконавець має право:

6.4.1. Своєчасно та в повному обсязі отримувати плату за надані послуги;

6.4.2. На дострокове надання послуг за письмовим погодженням Замовника.

7. Відповідальність сторін

7.1. У разі невиконання або неналежного виконання своїх зобов'язань за Договором Сторони несуть відповідальність, передбачену цим Договором та чинним законодавством України.

8. Обставини непереборної сили

8.1. Сторони звільняються від відповідальності за невиконання або неналежне виконання зобов'язань за цим Договором у разі виникнення обставин непереборної сили, які не існували під час укладання Договору та виникли поза волею Сторін (аварія, катастрофа, стихійне лихо, епідемія, епізоотія, війна тощо).

8.2. Сторона, що не може виконувати зобов'язання за цим Договором внаслідок дії обставин непереборної сили, повинна не

properly or at the adequate level.

6.2.3. Reduce the scope of procurement of services and the price of the present Contract depending on actual funding of the expenses. In such an event the Parties shall make relevant amendments to the Contract;

6.2.4. Return the bill to the Executor without making payment in the case of improper drawing up of documents (absence of the seal, signatures etc.).

6.3. The Executor shall:

6.3.1. Provide services within the time-limits established by the present Contract;

6.3.2. Provide services whose quality complies with the requirements set out in Section 2 of the present Contract.

6.3.3. Provide the Employer with the findings of the study both in electronic and printed form and return the copies of the case-files.

6.3.4. Not make public information contained in the case-file submitted for the study.

6.3.5. Comply with the provisions of the present Contract and bear responsibility for failure to comply with them.

6.4. The Executor shall have the right to:

6.4.1. Receive payment for the services provided timely and in full;

6.4.2. Provide services ahead of time, upon the written consent of the Employer.

7. Responsibility of the Parties

7.1. In the case of failure to meet their obligations or in case of improper execution of their obligations under the present Contract, the Parties shall be held liable as provided for by the present Contract and by the Ukrainian legislation in force.

8. Force majeure

8.1. The Parties shall not be held liable for failure to meet their obligations or in the case of improper execution of their obligations under the present Contract in the case of emergence of force majeure circumstances that did not exist at the time of conclusion of the present Contract and have arisen beyond the control of the Parties (accident, crash, natural disaster, epidemics, epizootic outbreak, war etc.).

8.2. The Party that is unable to meet its obligations under the present Contract as result of force majeure circumstances shall no later than

пізніше ніж протягом семи днів з моменту їх виникнення повідомити про це іншу Сторону у письмовій формі.

8.3. Доказом виникнення обставин непереборної сили та строку їх дії є відповідні документи, що видані ТПП України, а також іншими уповноваженими державними органами.

8.4. У разі коли строк дії обставин непереборної сили продовжується більше ніж тридцять днів, кожна із Сторін в установленному порядку має право розірвати цей Договір.

9. Вирішення спорів

9.1. У випадку виникнення спорів або розбіжностей Сторони зобов'язуються вирішувати їх шляхом взаємних переговорів та консультацій.

10. Строк дії Договору

10.1. Цей Договір набирає чинності з моменту його підписання і скріплення печатками Сторін та діє до повного виконання Сторонами своїх зобов'язань, але не пізніше 31 грудня 2012 року.

10.2. Закінчення строку Договору не звільняє Сторони від відповідальності за його порушення, яке мало місце під час дії Договору.

11. Інші умови Договору

11.1. Будь-які зміни та доповнення до цього Договору набирають чинності з моменту належного оформлення Сторонами відповідної Додаткової угоди до цього Договору.

11.2. Одностороння відмова від виконання Сторонами своїх зобов'язань, які передбачені цим Договором, не допускається, крім випадків, передбачених цим Договором та чинним законодавством України.

11.3. У випадках, не передбачених цим Договором, Сторони керуються чинним законодавством України.

11.4. Цей Договір укладається у двох примірниках, що мають однакову юридичну силу, по одному для кожної Сторони.

within seven days from the moment of emergence thereof, notify the other Party in written form.

8.3. Relevant documents issued by the Ukrainian Chamber of Commerce and by the other competent bodies shall be the proof of force majeure circumstances and of the period they would persist.

8.4. In the case when force majeure circumstances continue over thirty days, any of the Parties may terminate the present Contract in accordance with the established procedure.

9. Dispute settlement

9.1. In the case of disputes or clash of opinions, the Parties shall undertake to resolve them by way of negotiations and consultations.

10. Duration of the Contract

10.1. The present Contract shall come into effect from the moment of its signature and sealing by the Parties and shall remain in effect until full execution by the Parties of their obligations but not later than 31 December 2012.

10.2. The expiry of Contract's duration shall not spare the Parties of responsibility for its violation that took place during the period of its being in effect.

11. Other provisions

11.1. Any amendments or supplements to the present Contract shall come into effect from the moment of proper formalisation by the Parties of any additional Agreement to the present Contract.

11.2. Unilateral refusal by any of the Parties to execute its obligations provided for in the present Contract shall not be allowed unless in case provided for in the present Contract or in the Ukrainian legislation in force.

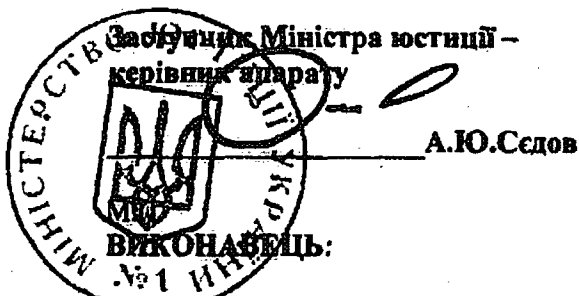
11.3. In the cases not provided for in the present Contract, the Parties shall act pursuant to the Ukrainian legislation in force.

11.4. The present Contract is drawn up in two copies, each copy for each Party, that have equal legal force.

**12. Місцезнаходження та банківські
реквізити сторін**

ЗАМОВНИК:

Міністерство юстиції України
Юридична адреса: 01001, м. Київ,
вул. Городецького, 13
Фізична адреса: м. Київ,
пров. Рильський, 10
Тел.: 271-15-72
код за ЄДРПОУ 00015622
Р/рахунок 35213036000030
в Державному Казначействі України
МФО 820172



Skadden, Arps, Slate, Meagher & Flom LLP
and Affiliates
68, rue du Faubourg Saint-Honoré
75008 Paris, France
T: 331.55.27.11.00
F: 331.55.27.21.99
Partner

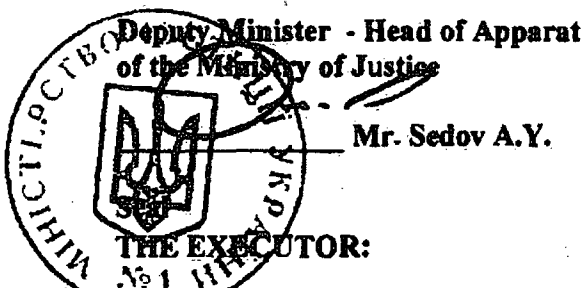
Seal _____ Gregory B. Craig

Gregory B Craig
AVDZ

**12. Legal addresses and bank data of the
Parties**

THE EMPLOYER:

Ministry of Justice of Ukraine
Legal address: 13, Horodetskogo St., Kyiv,
01001, Ukraine
Physical address: 10, Rylskiy Lane, Kyiv
Tel.: 380-44-279-48-56
Fax: 380-44-279-38-74
C/a 35213036000030
in the DKU
MFO 820172
Identification code 00015622



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68, rue du Faubourg Saint-Honoré
75008 Paris, France
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Partner

Seal _____ Gregory B. Craig

Gregory B Craig
AVDZ

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TOKYO
TORONTO
VIENNA

CONFIDENTIAL

April 5, 2012

To: The Ministry of Justice
The Government of Ukraine

From: Gregory B. Craig, Partner

Subject: Retainer Memorandum

Re: Terms and Conditions

We are pleased that you are retaining Skadden, Arps, Slate, Meagher & Flom LLP ("Skadden Arps" or the "Firm") in connection with the assignment described below ("the Engagement"). It is agreed that the terms of this Retainer Memorandum will be incorporated by reference into the Agreement between the Firm and the Ministry of Justice of the Government of Ukraine ("the Ministry") to which this Retainer Memorandum has been attached.

Scope of Engagement

The Engagement involves conducting an inquiry and writing an independent report on the evidence and procedures used during the prosecution and trial of former Prime Minister Yulia Tymoshenko, applying Western standards of due process and rule of law. The services to be provided by the Firm in connection with the Engagement will encompass those legal services normally and reasonably associated with this type of engagement which the Firm has been requested to provide and which are consistent with its ethical obligations. It is understood that the Firm's client is the Ministry, which is a department of the Government of Ukraine. The Firm is willing to take on this project with the clear understanding that the Firm will have access to all relevant materials and information that the Firm deems necessary to do its job, and that the Firm will be free to reach its own conclusions based on its own independent work. It is understood that the Firm is not being retained to engage in any "political activities" – and will not engage in any such activities – as defined in the Foreign Agent Registration Act (FARA).

Engagement Personnel

Gregory Craig will be responsible for and actively involved in the Engagement. Other lawyers involved in the Engagement will include Clifford Sloan. Additional lawyers will be added on an as-needed basis.

The Ministry of Justice
April 5, 2012
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Fees and Expenses

Our fees will be based on the time that the Firm's lawyers spend on the Engagement along with our out of pocket expenses. In addition to the terms for payment set forth in the Agreement to which this memorandum is attached, we have agreed to offset our fees for time – charged at our normal hourly rates – and reimbursement of our out-of-pocket expenses against a retainer that has been paid in advance.

As for out-of pocket expenses, see Annex A attached. This may be periodically updated.

Waivers and Related Matters

The Firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of the Firm to choose the Firm as its counsel and preclude the Firm from representing you or other clients of our Firm in pending or future matters. Given that possibility, we wish to be fair not only to you, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that the Firm may represent other present or future parties on matters other than those for which it had been or then is engaged by the Government, whether or not on a basis adverse to the Ministry or any of its present or future affiliates, including in litigation, legal or other proceedings or matters, which are referred to as "Permitted Adverse Representation."

In furtherance of this mutual agreement, the Ministry agrees that it will not for itself or any other party assert the Firm's representation of the Ministry or any of its present or future affiliates, including any other organs of the Government of Ukraine, either in its representation in the Engagement or in any other matter in which the Ministry retains the Firm, as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agrees that any Permitted Adverse Representation does not constitute a breach of any duty owed by the Firm. The waiver provided for in this and the preceding paragraph includes the Firm's ongoing representation of OAO Gazprom and any of its present or future affiliates or subsidiaries. The Ministry agrees that this paragraph and the preceding one do not expand the scope of the Engagement to encompass affiliates of the Ministry unless expressly agreed to by the Firm.

Duty of Confidentiality

Our representation in this Engagement is premised on the Firm's adherence to its professional obligation not to disclose any confidential information or to use it for another party's benefit without the Ministry's consent. Such obligations are subject to certain exceptions, including the laws, rules and regulations of certain jurisdictions relating to money laundering and terrorist financing. Provided that the Firm acts in the manner set forth in the first sentence of this paragraph and subject to the exceptions noted above, the Ministry will not for itself or any other

The Ministry of Justice
April 5, 2012
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party assert that the Firm's possession of such confidential information, even though it may relate to a matter for which the Firm is representing another client or may be known to someone at the Firm working on the matter (a) is a basis for disqualifying the Firm from representing another of its clients in any matter in which the Ministry or any other party has an interest; or (b) constitutes a breach of any duty owed by the Firm. In addition, the Firm's failure to share with the Ministry any confidential information received from another client will not be asserted by the Ministry as constituting a breach of any duty owed to the Ministry by the Firm, including any duty regarding information disclosure.

If the Firm receives from any person or entity a subpoena or request for information that is within our custody or control or the custody or control of our agents or representatives, we will, to the extent permitted by applicable law, advise the Ministry before responding so that the Ministry has the opportunity to intervene or interpose any objections. Should the Ministry object to the provision of such information, the Firm may thereafter provide such information only to the extent authorized by the Ministry or required by a court or other governmental body of competent jurisdiction. The Ministry agrees to pay the Firm for any services rendered and charges and disbursements incurred in responding to any such request at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies.

The Ministry agrees that the Firm may disclose the fact of this Engagement and related general information to the extent that such disclosure does not convey any confidential or non-public information and it is not adverse to the Ministry's interests.

Client Files and Retention

In the course of our work on this matter, we shall maintain a physical file relating to the matter. In the file we may place materials received from you with respect to the matter and other materials, including correspondence, memos, filings, drafts, closing sets, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports, and other items reasonably necessary to your representation (the "Client File"). The Client File shall be and will remain your property. We may also place in the file documents containing our attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). You agree that Work Product shall be and remain our property. In addition, electronic records (except those to be proffered to you at the conclusion of a matter as described below) such as e-mail and documents prepared on our word processing system shall not be considered part of your Client File unless it has been printed in hard copy and placed in your physical file, and does not constitute Work Product. You agree that we may adopt and implement reasonable retention policies for such electronic records and that we may store or delete such records in our discretion.

At the conclusion of a matter (which shall be defined as the time that our work on any matter subject to this letter has been completed), you shall have the right to take possession of the original of your Client File (but not including the Work Product). We will be entitled to make physical or electronic copies if we choose. You also agree, upon our proffer, at the conclusion of

The Ministry of Justice
April 5, 2012
Page 4

a matter (whether or not you take possession of the Client File), to take possession of any and all original contracts, stock certificates, deeds and other such important documents or instruments that may be in the Client File, without regard to format, and we shall have no further responsibility with regard to such documents or instruments. If you do not take possession of the Client File at the conclusion of a matter, we will store such file in accordance with our standard retention procedures for a period of at least seven (7) years (the "Retention Period"). Such retention (or maintenance of accounting or other records related to our representation) shall not constitute or be deemed to indicate the presence of a continuing attorney-client relationship. During the time that we store the Client File, you shall have the right to take possession of it at any time that you choose. Subject to the foregoing, we may dispose of the Client File without further notice or obligation to you.

* * *

The provisions of this Retainer Memorandum will continue in effect, including if the Firm's representation is ended at your election (which, of course, the Ministry is free to do at any time) or by the Firm (which would be subject to ethical requirements). In addition, the provisions of this Retainer Memorandum will apply to future engagements of the Firm by the Ministry unless we mutually agree otherwise.

This agreement and any claim, controversy or dispute arising under or relating to this agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by, and construed in accordance with, the laws of the State of New York. For purposes of this letter, references to Skadden Arps or the Firm include our affiliated law practice entities.

In the event there is found to be any inconsistency between the terms of this Retainer Memorandum and the Agreement between the Ministry and the Firm to which this Memorandum is attached, the terms of this Retainer Memorandum will take precedence.

This document was signed in March 2013.

The Ministry of Justice

April 5, 2012

Page 5

If this letter is satisfactory, please sign a copy and return it to me.

We appreciate the opportunity to work on this project and look forward to doing so.

With best regards.

Sincerely,

Gregory B. Craig

Sladden, Arps, Slate, Meagher & Flom LLP

By:

Name:

Title:

Justice

Dated: As of



Enclosures

ANNEX A

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP AND AFFILIATES
Policy Statement Concerning Charges and Disbursements
Effective April 1, 2010

Skadden Arps bills clients for reasonable charges and disbursements incurred in connection with an engagement. Clients are billed for disbursements based on the actual cost billed by the vendor or in a few cases noted below, at rates derived from internal cost analyses or at rates below or approximating comparable outside vendor charges.

I. Research Services. Charges for LexisNexis and Westlaw are billed at levels below that which would be charged for individual usage on a particular engagement. Clients are billed at rates calculated from an aggregate discounted amount charged to and paid by the Firm to LexisNexis and Westlaw. Thomson Research services are charged based on client usage allocated from actual vendor charges. Charges for other services outside research services are billed at the actual amounts charged by vendors.

The State of Delaware Database provides computer access to a corporations database in Dover, Delaware. The charge for this service is \$50 per transaction, which is the average amount charged by outside services.

II. Travel-Related Expenses. Out-of-town travel expenses are billed at actual cost and include air or rail travel, lodging, car rental, taxi or car service, tips and other reasonable miscellaneous costs associated with travel. Corporate and/or negotiated discounted rates are passed on to the client. Specific Firm policies for expenditures relating to out-of-town travel include:

- **Air Travel.** Coach class is the standard on most U.S. domestic flights. However, for flights with scheduled flight times longer than 5 hours and international flights business class is generally used.
- **Lodging.** We strive to book overnight accommodations at hotels with which the Firm or the Client has preferred corporate rates.

Local travel charges include commercial transportation and, when a private car is used, mileage, tolls and parking. Specific policies govern how and when a client is charged for these expenses; these include:

- Fares for commercial transportation (e.g., car service, taxi, rail) are charged at the actual vendor invoice amount. The charge for private car usage is the IRS rate allowance per mile (or the equivalent outside the United States) plus the actual cost of tolls and parking.
- Round-trip transportation to the office is charged for attorneys who work weekends or holidays. Transportation home may be charged on business days when an attorney works past a certain hour (typically 8:30 p.m.) and has worked a minimum of ten hours that day.
- Local travel for support staff is charged when a staff member works past a certain hour (typically 8:30 p.m.). Charges are limited by Firm policy and depend on form of transportation and distance traveled.

III. Word Processing, Secretarial and other Special Task-Related Services. Routine secretarial tasks (correspondence, filing, travel and/or meeting arrangements, etc.) are not charged to clients. Word processing services associated with preparing legal documents are charged at \$50 (£25/€35) per hour.

Specialized tasks (such as EDGAR filings or legal assistant services) are recorded in the appropriate billing category (for example, legal assistant services are recorded as fees in "Legal Assistant Support" on bills)

IV. Reproduction and Electronic Document Management. Photocopying services (including copying, collating, tabbing and velo binding) performed in-house are charged at \$0.15 (£0.07/£0.11) per page, which represents the average internal cost per page. Color photocopies are charged at \$0.80 (£0.40/£0.55) per page (based on outside vendor rates). Photocopying projects performed by outside vendors are billed at the actual invoice amount. Special arrangements can be made for unusually large projects.

Electronic Data Management services (e.g., scanning, OCR processing, data and image loading/exporting, CD/DVD creation, printing from scanned files, and conversions) performed by outside vendors are billed at the actual invoice amount and those performed in-house are billed at rates comparable to those charged by outside vendors.

V. Electronic Communications. Clients are charged for communications services as follow:

Telephone Charges. There is no charge for local telephone calls or internal long distance telephone calls. External telephone calls such as collect, cellular calls, credit card, hotel telephone charges and vendor-hosted conference calls are charged at the vendor rate plus applicable taxes and are assigned to the specific matter for which such charges were incurred.

Facsimile Charges. There is no charge for facsimile usage

VI. Postage and Courier Services. Outside messenger and express carrier services are charged at the actual vendor invoice amount which frequently involves discounts negotiated by the Firm. Postage is charged at actual mail rates. On certain occasions, internal staff may be required to act as messengers in which case the staff's applicable hourly rate is charged.

VII. UCC Filing and Searches. Charges for filings and searches, in most instances, are billed at the flat fee charged by the vendor. Unusual filings and searches will be charged based on vendor invoice.

VIII. Meals. Business meals are charged at actual cost. Luncheon and dinner meetings at the Firm are charged based on the costs developed by our food service vendor. Breakfast, beverage and snack services at the Firm's offices are not charged, except in unusual circumstances.

When overtime, weekend or holiday work is required, clients are charged for the actual, reasonable cost of an attorney's meal and, for non-attorneys, a standard amount determined by Firm policy.

IX. Direct Payment by Clients of Other Disbursements. Other major disbursements incurred in connection with an engagement will be paid directly by the client. (Those which are incurred and paid by the Firm will be charged to the client at the actual vendor's invoice amount). Examples of such major disbursements that clients will pay directly include:

Professional Fees (including disbursements for local counsel, accountants, witnesses and other professionals)

Filing/Court Fees (including disbursements for agency fees for filing documents, standard witness fees, juror fees)

Transcription Fees (including disbursements for outside transcribing agencies and courtroom stenographer transcripts)

Other Disbursements (including any other required out-of-pocket expenses incurred for the successful completion of a matter)

* * * * *

* Fees incurred for attorney and Firm personnel in connection with the Engagement are not covered by this policy.

ДОГОВІР 11-03/2013

CONTRACT

м. Київ
«11» 03 2013р.

Kyiv
«11» 03 2013p.

Міністерство юстиції України в особі заступника Міністра юстиції – керівника апарату Седова Андрія Юрійовича, що діє на підставі Положення про Міністерство юстиції України, затвердженого Указом Президента України від 6 квітня 2011 року № 395/2011 (далі – Замовник), з однієї сторони,

та
Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates (далі – Виконавець), з іншої сторони, разом –

Сторони,
уклали цей договір про таке (далі – Договір):

1. Предмет Договору

1.1. Виконавець зобов'язується передати Замовникові послуги з дослідження у галузі права (ДК 016-2010 - 72.20.10), а саме послуги щодо наукового дослідження та експериментального розроблення у сфері суспільних наук щодо дотримання принципу верховенства права (далі – Послуги), а також звіт, який описаний в п.5.3. а Замовник – прийняти і оплатити такі Послуги.

1.2. Обсяги закупівлі послуг здійснюються залежно від реального фінансування видатків та потреб замовника.

2. Якість послуг

2.1. Виконавець повинен надати Замовнику послуги, якість яких відповідає умовам:

- результат дослідження повинен у повному обсязі незалежно та об'єктивно відображати Європейські та Американські стандарти та практику

The Ministry of Justice of Ukraine acting on the basis of the Regulation on the Ministry of Justice of Ukraine approved by the Decree of the President of Ukraine of April 6, 2011 No 396/2011, represented by Andriy Yuriyovych Sedov (hereinafter referred to as the Employer), on one hand

and
Skadden, Arps, Slate, Meagher & Flom LLP and Affiliates (hereinafter referred to as the Executor), on the other hand,

hereinafter jointly referred to as the Parties,

have concluded the following Contract (hereinafter referred to as the Contract):

1. Subject of the Contract

1.1. The Executor shall deliver services on legal studies (ДК 016-2010 - 72.20.10) to the Employer that include services on scientific studies and experimental elaboration in the field of social science on the rule of law (hereinafter referred to as the Services), as well as a report which is described below in clause 5.3 to and the Employer shall accept and pay for such Services.

1.2. The scope of procurement of the Services shall be made depending on actual funding of the Employer's expenses and needs.

2. Quality of the Services

2.1. The Executor shall provide the Employer with the Services whose quality is to meet the following condition:

- findings of the study must fully and independently and objectively reflect European and American standards and practice with respect to rule of law.

щодо дотримання принципу
Верховенства права.

3. Ціна Договору

3.1. Ціна цього Договору становить 10 200 000,00 грн. (Десять мільйонів двісті тисяч грн. 00 коп.) без ПДВ.

3.2. Кінцева вартість послуг буде визначена виходячи з кількості витрачених годин та вартості однієї години, яка розраховується на підставі стандартних тарифів Виконавця.

3.3. Виконавець веде облік витраченого часу для здійснення дослідження. На основі цих даних Виконавець складає Звіт та направляє його Замовнику. Звіт має містити детальний опис послуг, на які витрачено час.

3.4. Ціна цього Договору може бути зменшена за взаємною згодою Сторін.

4. Порядок здійснення оплати

4.1. Розрахунки проводяться шляхом перерахування Замовником коштів на розрахунковий рахунок Виконавця після пред'явлення Виконавцем рахунка на оплату послуг (далі – рахунок) за наявності коштів на розрахунковому рахунку Замовника.

4.2. Оплата за виконані послуги здійснюється після підписання акта прийому-передачі наданих послуг..

5. Надання послуг

5.1. Офіційний строк передачі звіту за цим Договором починається з 01 березня 2013 року і має бути завершено до 31 грудня 2013 року згідно з порядком, наведеним нижче.

5.2. Замовник передає Виконавцеві копії матеріалів справи стосовно якої необхідно провести дослідження та яка знаходить на розгляді Європейського суду із переліком питань, які підлягають дослідженню.

3. Price of the Contract

3.1. The price of the present Contract shall be 10 200 000, 00 (ten million two hundred thousand) Ukrainian hryvnyas, VAT excluded.

3.2. The final price of the Services shall be determined in accordance with the number of hours worked and the hourly rate which is calculated according to the basic rates of the Executor.

3.3. The Executor shall keep accounting of hours expended to carry out the study. Based on those data, the Executor shall draw up the Report and submit it to the Employer. The Report shall contain the detailed description of the services time had been expended in.

3.4. The price of the present Contract may be reduced by mutual consent of the Parties.

4. Payment procedure

4.1. The payment shall be made by the Employer by way of bank transfer to the bank account of the Executor upon presentation by the Executor of the bill for services (hereinafter referred to as the bill) subject to availability of the funds on the bank account of the Employer.

4.2. Payment for services shall be made after signing the statement of transfer and acceptance of the services delivered.

5. Provision of services

5.1. The official delivery of the report under the present contract shall occur between 1st March 2013 and 31 December 2013, in accordance with the procedure set out below.

5.2. The Employer shall submit to the Executor the copy of the case-file which is to be analysed and which is being considered before the European Court of Human Rights, together with the list of questions to be studied.

5.3. Виконавець передає незалежний звіт, який ґрунтується на аналізі фактів та обставин, пов'язаних з обвинуваченням та судовим розглядом справи колишнього прем'єр-міністра Юлії Тимошенко в контексті Західних стандартів дотримання принципу верховенства права.

Сторони розуміють, що звіт було підготовлено в 2012 році.

5.4. Місце надання послуг: Міністерство юстиції України, м. Київ, вул. Городецького, 13.

6. Права та обов'язки сторін

6.1. Замовник зобов'язаний:

6.1.1. Надати Виконавцеві копії матеріалів справи, а також перелік питань, які необхідно дослідити.

6.1.2. Приймати надані послуги згідно з актом прийому-передачі наданих послуг (якщо надані послуги відповідають умовам цього Договору).

6.1.3. Своєчасно та в повному обсязі сплачувати за надані послуги;

6.2. Замовник має право:

6.2.1. Контролювати надання послуг у строки, встановлені цим Договором. Здійснювати перевірку якості дослідження та відповідності дослідження вимогам, встановленим у п. 2.1.

6.2.2. Достроково розірвати Договір та вимагати відшкодування збитків у разі, якщо надання Виконавцем послуг у строк, передбачений цим договором, стає явно неможливим, або ж якщо під час надання послуг стане очевидним, що вони не будуть надані належним чином або на відповідному рівні.

6.2.3. Зменшувати обсяг закупівлі надання послуг та загальну вартість цього Договору залежно від реального фінансування видатків. У такому разі Сторони вносять відповідні зміни до цього Договору;

6.2.4. Повернути рахунок Виконавцю без здійснення оплати в разі неналежного оформлення документів (відсутність печатки, підписів тощо).

5.3. The Executor shall deliver an independent report on the evidence and procedures used during the prosecution and trial of former Prime Minister Yuliya Tymoshenko, applying Western standards of due process and rule of law.

The Parties understand that the work on the report was completed in 2012.

5.4. The Service location shall be the Ministry of Justice of Ukraine, City of Kyiv, 13 Horodetskogo St.

6. Rights and obligations of the Parties

6.1. The Employer shall:

6.1.1. Submit copies of case-files together with the list of questions to be studied to the Executor.

6.1.2. Accept the services made according to the statement of transfer and acceptance of the services delivered (if the services delivered comply with the conditions of the present Contract).

6.1.3. Pay for services delivered timely and in full;

6.2. The Employer shall have the right to:

6.2.1. Check that the services are provided within the time-limits established by the present Contract, verify the quality of the study and its compliance with the requirements set out in § 2.1.

6.2.2. Terminate ahead of schedule the present Contract and require payment of damage in the case if provision of services by the Executor within the time-limits established by the present Contract becomes clearly impossible or if during provision of the services it becomes quite clear that they are not going to be provided properly or at the adequate level.

6.2.3. Reduce the scope of procurement of services and the price of the present Contract depending on actual funding of the expenses. In such an event the Parties shall make relevant amendments to the Contract;

6.2.4. Return the bill to the Executor without making payment in the case of improper drawing up of documents (absence of the seal, signatures etc.).

6.3. Виконавець зобов'язаний:

6.3.1. Забезпечити надання послуг у строки, встановлені цим Договором;

6.3.2. Забезпечити надання послуг, якість яких відповідає умовам, встановленим розділом 2 цього Договору.

6.3.3. Надати Замовнику результат дослідження в електронному та друкованому вигляді, а також повернути копії матеріалів справи.

6.3.4. Не розголошувати відомості, що містяться у матеріалах справи, які йому було передано для здійснення дослідження.

6.3.5. Дотримуватися умов цього Договору і нести відповідальність за їх невиконання.

6.4. Виконавець має право:

6.4.1. Своєчасно та в повному обсязі отримувати плату за надані послуги;

6.4.2. На дострокове надання послуг за письмовим погодженням Замовника.

7. Відповідальність сторін

7.1. У разі невиконання або неналежного виконання своїх зобов'язань за Договором Сторони несуть відповідальність, передбачену цим Договором та чинним законодавством України.

8. Обставини непереборної сили

8.1. Сторони звільняються від відповідальності за невиконання або неналежне виконання зобов'язань за цим Договором у разі виникнення обставин непереборної сили, які не існували під час укладання Договору та виникли поза волею Сторін (аварія, катастрофа, стихійне лихо, епідемія, епізоотія, війна тощо).

8.2. Сторона, що не може виконувати зобов'язання за цим Договором внаслідок дії обставин непереборної сили, повинна не пізніше

6.3. The Executor shall:

6.3.1. Provide services within the time-limits established by the present Contract;

6.3.2. Provide services whose quality complies with the requirements set out in Section 2 of the present Contract.

6.3.3. Provide the Employer with the findings of the study both in electronic and printed form and return the copies of the case-files.

6.3.4. Not make public information contained in the case-file submitted for the study.

6.3.5. Comply with the provisions of the present Contract and bear responsibility for failure to comply with them.

6.4. The Executor shall have the right to:

6.4.1. Receive payment for the services provided timely and in full;

6.4.2. Provide services ahead of time, upon the written consent of the Employer.

7. Responsibility of the Parties

7.1. In the case of failure to meet their obligations or in case of improper execution of their obligations under the present Contract, the Parties shall be held liable as provided for by the present Contract and by the Ukrainian legislation in force.

8. Force majeure

8.1. The Parties shall not be held liable for failure to meet their obligations or in the case of improper execution of their obligations under the present Contract in the case of emergence of force majeure circumstances that did not exist at the time of conclusion of the present Contract and have arisen beyond the control of the Parties (accident, crash, natural disaster, epidemics, epizootic outbreak, war etc.).

8.2. The Party that is unable to meet its obligations under the present Contract as result of force majeure circumstances, shall,

ніж протягом семи днів з моменту їх виникнення повідомити про це іншу Сторону у письмовій формі.

8.3. Доказом виникнення обставин непереборної сили та строку їх дії є відповідні документи, що видані ТПП України, а також іншими уповноваженими державними органами.

8.4. У разі коли строк дії обставин непереборної сили продовжується більше ніж тридцять днів, кожна із Сторін в установленому порядку має право розірвати цей Договір.

9. Вирішення спорів

9.1. У випадку виникнення спорів або розбіжностей Сторони зобов'язуються вирішувати їх шляхом взаємних переговорів та консультацій.

10. Строк дії Договору

10.1. Цей Договір набирає чинності з моменту його підписання і скріплення печатками Сторін та діє до повного виконання Сторонами своїх зобов'язань, але не пізніше 31 грудня 2013 року.

10.2. Закінчення строку Договору не звільняє Сторони від відповідальності за його порушення, яке мало місце під час дії Договору.

11. Інші умови Договору

11.1. Будь-які зміни та доповнення до цього Договору набирають чинності з моменту належного оформлення Сторонами відповідної Додаткової угоди до цього Договору.

11.2. Одностороння відмова від виконання Сторонами своїх зобов'язань, які передбачені цим Договором, не допускається, крім випадків, передбачених цим Договором та чинним законодавством України.

11.3. У випадках, не передбачених цим Договором, Сторони керуються чинним законодавством України.

11.4. Цей Договір укладається у двох примірниках, що мають однакову

no later than within seven days from the moment of emergence thereof, notify the other Party in written form.

8.3. Relevant documents issued by the Ukrainian Chamber of Commerce and by the other competent bodies shall be the proof of force majeure circumstances and of the period they would persist.

8.4. In the case when force majeure circumstances continue over thirty days, any of the Parties may terminate the present Contract in accordance with the established procedure.

9. Dispute settlement

9.1. In the case of disputes or clash of opinions, the Parties shall undertake to resolve them by way of negotiations and consultations.

10. Duration of the Contract

10.1. The present Contract shall come into effect from the moment of its signature and sealing by the Parties and shall remain in effect until full execution by the Parties of their obligations but not later than 31 December 2013.

10.2. The expiry of Contract's duration shall not spare the Parties of responsibility for its violation that took place during the period of its being in effect.

11. Other provisions

11.1. Any amendments or supplements to the present Contract shall come into effect from the moment of proper formalisation by the Parties of any additional Agreement to the present Contract.

11.2. Unilateral refusal by any of the Parties to execute its obligations provided for in the present Contract shall not be allowed unless in case provided for in the present Contract or in the Ukrainian legislation in force.

11.3. In the cases not provided for in the present Contract, the Parties shall act pursuant to the Ukrainian legislation in force.

11.4. The present Contract is drawn up in two copies, each copy for each Party, that have equal legal force.

юридичну силу, по одному для кожної Сторони.

**12. Місцезнаходження та банківські реквізити сторін
ЗАМОВНИК:**


Міністерство юстиції України
Юридична адреса: 01001, м. Київ,
вул. Городецького, 13
Фізична адреса: м. Київ,
пров. Рильський, 10
Тел.: 380-44-271-15-68
Тел.: 380-44-271-16-67
код за ЄДРПОУ 00015622
Р/рахунок 35213036000030
в Державному Казначействі України
МФО 820172

Заступник Міністра юстиції –
керівник апарату

**12. Legal addresses and bank data of the Parties
THE EMPLOYER:**

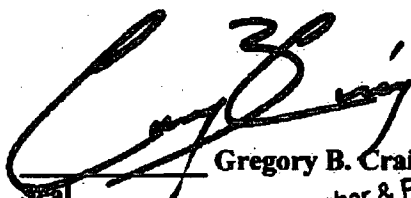
Ministry of Justice of Ukraine
Legal address: 13, Horodetskogo St., Kyiv,
01001, Ukraine
Physical address: 10, Rylskiy Lane, Kyiv
Tel.: 380-44-271-15-68
Tel.: 380-44-271-16-67
Identification code 00015622
C/a 35213036000030
in the DKU
MFO 820172


Deputy Minister - Head of Apparat
of the Ministry of Justice


А.Ю.Седов

Виконавець:

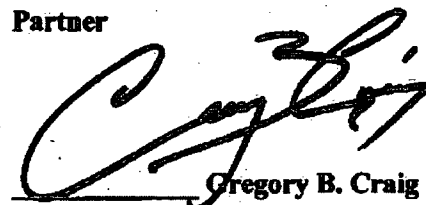
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